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13
14 UNITED STATES DISTRICT COURT
15 NORTHERN DISTRICT OF CALIFORNIA
16 SAN FRANCISCO DIVISION
17

18 ASHLEY GJOVIK,

19 Plaintiff,

20 v.

21 APPLE INC.,

22 Defendant.

Case No. 23-cv-4597-EMC

**DEFENDANT APPLE INC.'S
AMENDED ANSWER TO
PLAINTIFF'S FIFTH AMENDED
COMPLAINT**

Judge: Honorable Edward M. Chen

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1 Defendant Apple Inc. ("Apple") answers Plaintiff Ashley Gjovik's Fifth Amended
 2 Complaint as follows:

3 **SUMMARY OF THE CASE**

4 1. As to paragraph 1 of the Fifth Amended Complaint, Apple denies the allegations.

5 2. As to paragraph 2 of the Fifth Amended Complaint, Apple denies the allegations.

6 3. As to paragraph 3 of the Fifth Amended Complaint, Apple lacks knowledge or
 7 information sufficient to admit or deny the allegations and on that basis denies them.

8 4. As to paragraph 4 of the Fifth Amended Complaint, Apple denies the allegations.

9 5. As to paragraph 5 of the Fifth Amended Complaint, Apple denies the allegations.

10 6. As to paragraph 6 of the Fifth Amended Complaint, on information and belief,
 11 Apple admits that Plaintiff attended law school in 2021. Apple lacks knowledge or information
 12 sufficient to admit or deny what type of law she hoped to practice and on that basis denies that
 13 allegation. Unless specifically admitted, Apple denies the remaining allegations in paragraph 6,
 14 sentence 1. Apple admits that anyone, including Plaintiff, has a right to report serious
 15 environment and safety issues and to lobby for policy reform. Apple lacks knowledge or
 16 information sufficient to admit or deny the allegations in paragraph 6, sentence 3 and on that basis
 17 denies them.

18 7. As to paragraph 7 of the Fifth Amended Complaint, Apple admits that Plaintiff
 19 spoke publicly about certain of her experiences at Apple. Apple lacks knowledge or information
 20 sufficient to admit or deny the remaining allegations in paragraph 7 and on that basis denies them.

21 8. As to paragraph 8 of the Fifth Amended Complaint, Apple admits on information
 22 and belief that in 2021, Plaintiff filed at least one discrimination or retaliation charge or complaint
 23 with each of following: the NLRB, the EEOC, the Occupational Safety and Health
 24 Administration's Whistleblower Protection Program (part of the U.S. Department of Labor), the
 25 California Department of Industrial Relations, and the California Department of Fair Employment
 26 and Housing (now known as the California Civil Rights Department). The statement in paragraph
 27 8, sentence 2 calls for a legal conclusion, to which no response is required. To the extent a
 28 response is required, Apple denies any characterization inconsistent with applicable law. Apple

1 admits that Plaintiff's petition for review of an administrative law judge's dismissal of her claim
2 under 42 U.S.C. § 9610 remains pending before the Administrative Review Board. Apple admits
3 that the NLRB issued a Complaint in NLRB Case No. 32-CA-284428, relating to certain
4 employment policies and agreements maintained by Apple. Answering further, that Complaint
5 contains allegations that the NLRB has determined should be submitted to an administrative
6 hearing and does not have any preclusive effect. Apple admits, on information and belief, that
7 Plaintiff filed the charge in NLRB Case No. 32-CA-284428 on or about October 12, 2021. Apple
8 further answers that in its Answer to that Complaint it denied the substantive allegations relating
9 to NLRB Case No. 32-CA-284428. Apple denies that it committed any unfair labor practices.
10 Answering further, no hearing is presently scheduled in NLRB Case No. 32-CA-284428. Apple
11 admits that the NLRB issued a Complaint covering certain allegations in NLRB Case Nos. 32-
12 CA-282142 and 32-CA-283161 on December 18, 2024, and that Complaint included a Notice of
13 Hearing setting a trial before an administrative law judge on August 4, 2025. Answering further,
14 that Complaint contains allegations that the NLRB has determined should be submitted to an
15 administrative hearing and does not have any preclusive effect. Apple further answers that in its
16 Answer to that Complaint it denied the substantive allegations relating to NLRB Case Nos. 32-
17 CA-282142 and 32-CA-283161. Apple denies that it committed any unfair labor practices. Unless
18 specifically admitted, Apple denies the remaining allegations in paragraph 8, sentence 4.

19 9. As to paragraph 9 of the Fifth Amended Complaint, Apple denies the allegations
20 in paragraph 9, sentence 1. To the extent paragraph 9, sentence 1 refers to 3250 Scott, no response
21 is required, as the allegation pertains to Plaintiff's counts five and six, which have been dismissed
22 with prejudice. Apple lacks knowledge or information sufficient to admit or deny the allegations
23 in paragraph 9, sentence 2 and on that basis denies them.

24 10. As to paragraph 10 of the Fifth Amended Complaint, Apple denies the allegations.

25 **JURISDICTION AND VENUE**

26 11. As to paragraph 11 of the Fifth Amended Complaint, Apple admits that it is a
27 corporation headquartered in California and that Apple operates within the Northern District of
28 California. Apple lacks knowledge or information sufficient to admit or deny allegations about

1 Plaintiff's domicile and on that basis denies those allegations. Apple denies that Plaintiff
2 experienced any wrongful "acts, omissions, or injuries" attributable to Apple (whether within this
3 District or otherwise).

4 **PARTIES**

5 12. As to paragraph 12 of the Fifth Amended Complaint, Apple lacks knowledge or
6 information sufficient to admit or deny allegations about Plaintiff's domicile and on that basis
7 denies them. On information and belief, Apple admits the allegations in paragraph 12, sentence 2.
8 Regarding sentence 3 of paragraph 12, Apple admits that Plaintiff was an Apple employee from
9 February 23, 2015 through September 10, 2021. Apple lacks knowledge or information sufficient
10 to admit or deny the allegations in footnote 3 and on that basis denies them. On information and
11 belief, Apple admits that Plaintiff held a leasehold at a Santa Clara residential property at 3390
12 Octavius Dr #349, Santa Clara, CA 95054 from around February 2020 to around October 2020.
13 Unless specifically admitted, Apple denies the remaining allegations in paragraph 12, sentence 4.

14 13. As to paragraph 13 of the Fifth Amended Complaint, Apple admits that it is a
15 business engaged in and affecting interstate commerce. The remaining allegations in paragraph
16 13, sentence 1 call for legal conclusions to which no response is required. To the extent a
17 response is required, Apple denies any characterization inconsistent with applicable law. Apple
18 denies the allegations in footnote 4. Apple admits the allegations in paragraph 13, sentence 2.
19 Apple denies the allegations in paragraph 13, sentence 3.

20 14. As to paragraph 14 of the Fifth Amended Complaint, Apple admits it has been a
21 tenant at 825 Stewart Drive in Sunnyvale, California since 2015. Apple has complied with its
22 obligations regarding 825 Stewart under the Resource Conservation and Recovery Act. Apple
23 denies the remaining allegations in paragraph 14. With respect to the allegations regarding 3250
24 Scott, no response is required, as the allegations pertains to Plaintiff's counts five and six, which
25 have been dismissed with prejudice.

26 **PROCEDURAL HISTORY**

27 15. As to paragraph 15 of the Fifth Amended Complaint, Apple denies the allegations
28 in paragraph 15, sentence 1. Apple admits the allegation in paragraph 15, sentence 2. Apple

1 admits Plaintiff's First Amended Complaint was filed in October 2023 per the parties' October 9,
2 2023 stipulation. Unless specifically admitted, Apple denies the remaining allegations of
3 paragraph 15, sentence 3.

4 16. As to paragraph 16 of the Fifth Amended Complaint, Apple admits the allegations.

5 17. As to paragraph 17 of the Fifth Amended Complaint, Apple admits the allegations.

6 18. As to paragraph 18 of the Fifth Amended Complaint, Apple admits that on
7 October 1, 2024, Plaintiff filed an interlocutory appeal to the U.S. Court of Appeals for the Ninth
8 Circuit. Apple further admits that Plaintiff filed a motion to stay this matter pending her appeal;
9 that motion was denied. Unless specifically admitted, Apple denies the remaining allegations of
10 paragraph 18.

11 **STATEMENT OF FACTS**

12 19. As to paragraph 19 of the Fifth Amended Complaint, no response is required, as
13 the allegations pertain to Plaintiff's counts five and six, which have been dismissed with
14 prejudice.

15 20. As to paragraph 20 of the Fifth Amended Complaint, no response is required, as
16 the allegations pertain to Plaintiff's counts five and six, which have been dismissed with
17 prejudice.

18 21. As to paragraph 21 of the Fifth Amended Complaint, no response is required, as
19 the allegations pertain to Plaintiff's counts five and six, which have been dismissed with
20 prejudice.

21 22. As to paragraph 22 of the Fifth Amended Complaint, no response is required, as
22 the allegations pertain to Plaintiff's counts five and six, which have been dismissed with
23 prejudice.

24 23. As to paragraph 23 of the Fifth Amended Complaint, no response is required, as
25 the allegations pertain to Plaintiff's counts five and six, which have been dismissed with
26 prejudice.

27 24. As to paragraph 24 of the Fifth Amended Complaint, no response is required, as
28 the allegations pertain to Plaintiff's counts five and six, which have been dismissed with

1 prejudice.

2 25. As to paragraph 25 of the Fifth Amended Complaint, no response is required, as
3 the allegations pertain to Plaintiff's counts five and six, which have been dismissed with
4 prejudice.

5 26. As to paragraph 26 of the Fifth Amended Complaint, no response is required, as
6 the allegations pertain to Plaintiff's counts five and six, which have been dismissed with
7 prejudice.

8 27. As to paragraph 27 of the Fifth Amended Complaint, no response is required, as
9 the allegations pertain to Plaintiff's counts five and six, which have been dismissed with
10 prejudice.

11 28. As to paragraph 28 of the Fifth Amended Complaint, no response is required, as
12 the allegations pertain to Plaintiff's counts five and six, which have been dismissed with
13 prejudice.

14 29. As to paragraph 29 of the Fifth Amended Complaint, no response is required, as
15 the allegations pertain to Plaintiff's counts five and six, which have been dismissed with
16 prejudice.

17 30. As to paragraph 30 of the Fifth Amended Complaint, no response is required, as
18 the allegations pertain to Plaintiff's counts five and six, which have been dismissed with
19 prejudice.

20 31. As to paragraph 31 of the Fifth Amended Complaint, no response is required, as
21 the allegations pertain to Plaintiff's counts five and six, which have been dismissed with
22 prejudice.

23 32. As to paragraph 32 of the Fifth Amended Complaint, no response is required, as
24 the allegations pertain to Plaintiff's counts five and six, which have been dismissed with
25 prejudice.

26 33. As to paragraph 33 of the Fifth Amended Complaint, no response is required, as
27 the allegations pertain to Plaintiff's counts five and six, which have been dismissed with
28 prejudice.

1 34. As to paragraph 34 of the Fifth Amended Complaint, no response is required, as
2 the allegations pertain to Plaintiff's counts five and six, which have been dismissed with
3 prejudice.

4 35. As to paragraph 35 of the Fifth Amended Complaint, no response is required, as
5 the allegations pertain to Plaintiff's counts five and six, which have been dismissed with
6 prejudice.

7 36. As to paragraph 36 of the Fifth Amended Complaint, no response is required to
8 paragraph 36, sentences 1 and 2, as the allegations pertain to Plaintiff's counts five and six, which
9 have been dismissed with prejudice. Apple admits that on September 13, 2020, Plaintiff emailed
10 Powers and West and states that the email speaks for itself. Apple denies the allegations in
11 paragraph 36, sentence 3 to the extent they contradict or mischaracterize the email. Apple lacks
12 knowledge or information sufficient to admit or deny whether she told coworkers Josh and Aidria
13 and on that basis denies those allegations. Unless specifically admitted, Apple denies the
14 remaining allegations in paragraph 36, sentence 3.

15 37. As to paragraph 37 of the Fifth Amended Complaint, no response is required, as
16 the allegations pertain to Plaintiff's counts five and six, which have been dismissed with
17 prejudice.

18 38. As to paragraph 38 of the Fifth Amended Complaint, no response is required, as
19 the allegations pertain to Plaintiff's counts five and six, which have been dismissed with
20 prejudice.

21 39. As to paragraph 39 of the Fifth Amended Complaint, no response is required to
22 paragraph 39, sentence 1, as the allegations pertain to Plaintiff's counts five and six, which have
23 been dismissed with prejudice. Apple denies the allegations in paragraph 39, sentence 2. Apple
24 lacks knowledge or information sufficient to admit or deny the allegations in paragraph 39,
25 sentences 3, 4, and 5 and on that basis denies those allegations. Apple admits that on September
26 9, 2021, at 12:24 pm, an Apple Employee Relations employee, Waibel, emailed an Apple
27 employee named Elizabeth and states that the email speaks for itself. Apple admits that on
28 September 9, 2021, at 6:53 pm, Plaintiff was notified that her employment was terminated

1 effective September 10, 2021. Unless specifically admitted, Apple denies the remaining
2 allegations in paragraph 39, sentence 6.

3 40. As to paragraph 40 of the Fifth Amended Complaint, Apple lacks knowledge or
4 information sufficient to admit or deny the allegations in paragraph 40, sentence 1 and on that
5 basis denies them. Apple lacks knowledge or information sufficient to admit or deny the
6 remaining allegations in paragraph 40 and on that basis denies them.

7 41. As to paragraph 41 of the Fifth Amended Complaint, Apple lacks knowledge or
8 information sufficient to admit or deny the allegations in paragraph 41, sentence 1 and on that
9 basis denies them. Apple denies the allegations in paragraph 41, sentence 2. Apple admits that an
10 Apple employee named Debra was previously in charge of EH&S legal matters for 3250 Scott but
11 denies the remaining allegations in paragraph 41, sentence 3.

12 42. As to paragraph 42 of the Fifth Amended Complaint, no response is required, as
13 the allegations pertain to Plaintiff's counts five and six, which have been dismissed with
14 prejudice.

15 43. As to paragraph 43 of the Fifth Amended Complaint, no response is required, as
16 the allegations pertain to Plaintiff's counts five and six, which have been dismissed with
17 prejudice.

18 44. As to paragraph 44 of the Fifth Amended Complaint, no response is required, as
19 the allegations pertain to Plaintiff's counts five and six, which have been dismissed with
20 prejudice.

21 45. As to paragraph 45 of the Fifth Amended Complaint, no response is required, as
22 the allegations pertain to Plaintiff's counts five and six, which have been dismissed with
23 prejudice.

24 46. As to paragraph 46 of the Fifth Amended Complaint, no response is required, as
25 the allegations pertain to Plaintiff's counts five and six, which have been dismissed with
26 prejudice.

27 47. As to paragraph 47 of the Fifth Amended Complaint, no response is required, as
28 the allegations pertain to Plaintiff's counts five and six, which have been dismissed with

1 prejudice.

2 48. As to paragraph 48 of the Fifth Amended Complaint, Apple admits that, at the
3 time of Plaintiff's termination, Plaintiff was assigned to an Apple office located at 825 Stewart
4 Drive in Sunnyvale, California. On information and belief, Apple admits that, per the U.S. EPA,
5 the TRW Microwave, Inc. Superfund site is located at 825 Stewart Drive and it is part of the U.S.
6 EPA Triple Site, three adjacent Superfund sites in Sunnyvale
7 (<https://cumulis.epa.gov/supercpad/SiteProfiles/index.cfm?fuseaction=second.Cleanup&id=0900>
8 265). On information and belief, Apple admits that, per the U.S. EPA, these three sites have
9 jointly contributed to a groundwater solvent plume that extends from these sites about a mile
10 (<https://cumulis.epa.gov/supercpad/SiteProfiles/index.cfm?fuseaction=second.Cleanup&id=0900>
11 265). Unless specifically admitted, Apple denies the remaining allegations in paragraph 48.

12 49. As to paragraph 49 of the Fifth Amended Complaint, on information and belief,
13 Apple admits that, per the U.S. EPA, semiconductor processing activities occurred in the past at
14 the TRW Microwave, Inc. Superfund site
15 (<https://cumulis.epa.gov/supercpad/SiteProfiles/index.cfm?fuseaction=second.Cleanup&id=0901>
16 181). Unless specifically admitted, Apple denies the remaining allegations in paragraph 49,
17 sentence 1. On information and belief, Apple admits that TCE has been classified as a carcinogen;
18 Apple lacks knowledge or information sufficient to admit or deny whether TCE is a carcinogen
19 and on that basis denies that allegation. On information and belief, per the U.S. EPA, Apple
20 admits the remaining allegations in paragraph 49, sentence 2
21 (<https://semspub.epa.gov/work/09/100027767.pdf>). Apple lacks knowledge or information
22 sufficient to admit or deny the allegations in paragraph 49, sentence 3 and on that basis denies
23 them.

24 50. As to paragraph 50 of the Fifth Amended Complaint, on information and belief,
25 Apple admits that Northrop Grumman is the Responsible Party for the TRW Microwave, Inc.
26 Superfund site under CERCLA. On information and belief, Apple admits that, per the U.S. EPA,
27 in 2003 and 2004, Northrop Grumman measured VOC concentrations in indoor air at the 825
28 Stewart Drive building (<https://semspub.epa.gov/work/HQ/178958.pdf>) and states that the

1 document reporting the results (<https://semspub.epa.gov/work/09/1144264.pdf>) speaks for itself.
2 Apple denies the allegations in paragraph 50 to the extent they contradict or mischaracterize the
3 document reporting the results. Unless specifically admitted, Apple denies the remaining
4 allegations in paragraph 50.

5 51. As to paragraph 51 of the Fifth Amended Complaint, on information and belief,
6 Apple denies the allegations in paragraph 51, sentence 1. On information and belief, Apple admits
7 that in 2023, the U.S. EPA announced a proposal to ban all uses of TCE and that the action was
8 taken under the Toxic Substances Control Act ([https://www.epa.gov/newsreleases/biden-harris-](https://www.epa.gov/newsreleases/biden-harris-administration-proposes-ban-trichloroethylene-protect-public-toxic)
9 [administration-proposes-ban-trichloroethylene-protect-public-toxic](https://www.epa.gov/newsreleases/biden-harris-administration-proposes-ban-trichloroethylene-protect-public-toxic)). Apple lacks knowledge or
10 information sufficient to admit or deny the remaining allegations in paragraph 51, sentence 2 and
11 on that basis denies them.

12 52. As to paragraph 52 of the Fifth Amended Complaint, on information and belief,
13 Apple admits that in August and September 2014, per the U.S. EPA, a sub-slab vapor collection
14 system was installed beneath the concrete floor of the building
15 (<https://semspub.epa.gov/work/09/100003537.pdf>). Apple lacks knowledge or information
16 sufficient to admit or deny the remaining allegations in paragraph 52, sentence 1 and on that basis
17 denies them. Apple lacks knowledge or information sufficient to admit or deny the allegations in
18 paragraph 52, sentence 2 and on that basis denies those allegations. On information and belief,
19 Apple admits the allegations in paragraph 52, sentences 3 and 5. Apple lacks knowledge or
20 information sufficient to admit or deny the remaining allegations in paragraph 52 and on that
21 basis denies them.

22 53. As to paragraph 53 of the Fifth Amended Complaint, Apple admits the allegations
23 in paragraph 53, sentence 1. Apple denies the allegations in paragraph 53, sentences 2 and 3.

24 54. As to paragraph 54 of the Fifth Amended Complaint, Apple denies the allegations
25 in paragraph 54, sentence 1. Apple denies the allegations in paragraph 54, sentence 2 to the extent
26 they are inconsistent with California law. Apple denies the allegations in paragraph 54, sentence
27 3. Apple denies that Figure 2 contains accurate annotations.

28 55. As to paragraph 55 of the Fifth Amended Complaint, on information and belief,

1 Apple admits that in June 2015, Northrop Grumman submitted a report to the U.S. EPA and states
2 that the report speaks for itself (<https://semspub.epa.gov/work/09/1158562.pdf>). Apple denies the
3 allegations in paragraph 55, sentence 1 to the extent they contradict or mischaracterize the report.
4 Unless specifically admitted, Apple denies the remaining allegations in paragraph 55, sentence 1.
5 Apple admits that in February 2016, a report was submitted to the U.S. EPA
6 (<https://semspub.epa.gov/work/09/1158560.pdf>). Unless specifically admitted, Apple denies the
7 remaining allegations in paragraph 55, sentence 2.

8 56. As to paragraph 56 of the Fifth Amended Complaint, Apple states that the June
9 2015 and February 2016 reports speak for themselves. Apple denies the allegations in paragraph
10 56 to the extent they contradict or mischaracterize the reports.

11 57. As to paragraph 57 of the Fifth Amended Complaint, Apple states that the
12 February 2016 report speaks for itself. Apple denies the allegations in paragraph 57, sentence 1 to
13 the extent they contradict or mischaracterize the report. Apple denies the allegations in paragraph
14 57, sentence 2.

15 58. As to paragraph 58 of the Fifth Amended Complaint, on information and belief,
16 Apple admits that the U.S. EPA sent a letter dated May 18, 2016
17 (<https://semspub.epa.gov/work/09/1160217.pdf>) and states that the letter speaks for itself. Apple
18 denies the allegations in paragraph 58, sentence 1 to the extent they contradict or mischaracterize
19 the letter. On information and belief, Apple admits that a Covenant and Agreement to Restrict
20 Use of Property exists for 825 Stewart (<https://semspub.epa.gov/work/09/2119219.pdf>) and states
21 that it speaks for itself. Apple denies the allegations in paragraph 58, sentence 2 to the extent they
22 contradict or mischaracterize the covenant.

23 59. As to paragraph 59 of the Fifth Amended Complaint, Apple admits the allegations
24 in paragraph 59.

25 60. As to paragraph 60 of the Fifth Amended Complaint, Apple admits that on
26 February 23, 2015, Plaintiff joined Apple as an Engineering Project Manager in Software
27 Engineering and worked in that department until January 2017. Apple admits the allegations in
28 paragraph 60, sentence 2. Apple denies the remaining allegations in paragraph 60.

1 61. As to paragraph 61 of the Fifth Amended Complaint, Apple denies the allegations.

2 62. As to paragraph 62 of the Fifth Amended Complaint, Apple admits nicknames
3 were written on a whiteboard. Unless specifically admitted, Apple denies the remaining
4 allegations in paragraph 62.

5 63. As to paragraph 63 of the Fifth Amended Complaint, Apple lacks knowledge or
6 information sufficient to admit or deny the allegations in paragraph 63, sentence 1 and on that
7 basis denies them. Apple denies the remaining allegations in paragraph 63.

8 64. As to paragraph 64 of the Fifth Amended Complaint, Apple admits the allegations
9 in paragraph 64, sentence 3. Apple denies the remaining allegations in paragraph 64.

10 65. As to paragraph 65 of the Fifth Amended Complaint, Apple admits that Plaintiff
11 worked under Buyze and Rica. Unless specifically admitted, Apple denies the remaining
12 allegations in paragraph 65.

13 66. As to paragraph 66 of the Fifth Amended Complaint, Apple denies the allegations.

14 67. As to paragraph 67 of the Fifth Amended Complaint, Apple admits that Plaintiff
15 joined Mac Systems Quality in Hardware Engineering in January 2017. Apple denies the
16 remaining allegations in paragraph 67.

17 68. As to paragraph 68 of the Fifth Amended Complaint, Apple denies the allegations
18 in paragraph 68.

19 69. As to paragraph 69 of the Fifth Amended Complaint, Apple admits that Plaintiff
20 received performance reviews and states that the performance reviews speak for themselves.
21 Apple denies the allegations in paragraph 69 to the extent they contradict or mischaracterize the
22 performance reviews. Unless specifically admitted, Apple denies the remaining allegations in
23 paragraph 69, sentence 1. Apple admits that West listened to Plaintiff and on occasion thanked
24 her for being honest with him. Unless specifically admitted, Apple denies the remaining
25 allegations in paragraph 69.

26 70. As to paragraph 70 of the Fifth Amended Complaint, Apple denies paragraph 70 to
27 the extent Plaintiff alleges that Apple was a “hostile work environment.” Apple admits that
28 Plaintiff interned with Apple Legal in 2019. Apple lacks knowledge or information sufficient to

1 admit or deny the remaining allegations in paragraph 70 and on that basis denies them.

2 71. As to paragraph 71 of the Fifth Amended Complaint, Apple denies the allegations.

3 72. As to paragraph 72 of the Fifth Amended Complaint, Apple admits that on March
4 17, 2021, an Apple employee sent an email to Plaintiff and other MSQ managers and states that
5 the email speaks for itself. Apple denies the allegations in paragraph 72 to the extent they
6 contradict or mischaracterize the email.

7 73. As to paragraph 73 of the Fifth Amended Complaint, Apple admits that on March
8 17, 2021, Plaintiff sent an email and states that the email speaks for itself. Apple denies the
9 allegations in paragraph 73 to the extent they contradict or mischaracterize the email.

10 74. As to paragraph 74 of the Fifth Amended Complaint, Apple admits that on March
11 17, 2021, Plaintiff sent an email and states that the email speaks for itself. Apple denies the
12 allegations in paragraph 74 to the extent they contradict or mischaracterize the email.

13 75. As to paragraph 75 of the Fifth Amended Complaint, Apple admits that Powers
14 forwarded Plaintiff's email to West and states that the email speaks for itself. Apple denies the
15 allegations in paragraph 75, sentence 1 to the extent they contradict or mischaracterize the email.
16 Unless specifically admitted, Apple denies the remaining allegations in paragraph 75.

17 76. As to paragraph 76 of the Fifth Amended Complaint, Apple states that Plaintiff's
18 March 17, 2021 email speaks for itself. Apple denies the allegations in paragraph 76, sentence 1
19 to the extent they contradict or mischaracterize the email. Apple admits the allegations in
20 paragraph 76, sentence 2. Apple lacks knowledge or information sufficient to admit or deny the
21 remaining allegations in paragraph 76 and on that basis denies them.

22 77. As to paragraph 77 of the Fifth Amended Complaint, Apple denies the allegations
23 in the final sentence of paragraph 77. Apple lacks knowledge or information sufficient to admit or
24 deny the remaining allegations in paragraph 77 and on that basis denies them.

25 78. As to paragraph 78 of the Fifth Amended Complaint, no response is required, as
26 the allegations pertain to Plaintiff's counts five and six, which have been dismissed with
27 prejudice.

28 79. As to paragraph 79 of the Fifth Amended Complaint, Apple admits that Plaintiff

1 and West exchanged text messages and states that the text messages speak for themselves. Apple
2 denies the allegations in paragraph 79 to the extent they contradict or mischaracterize the text
3 messages.

4 80. As to paragraph 80 of the Fifth Amended Complaint, Apple admits that in March
5 2021, Plaintiff sent an email to Powers and states that the email speaks for itself. Apple denies the
6 allegations in paragraph 80 to the extent they contradict or mischaracterize the email. Unless
7 specifically admitted, Apple denies the remaining allegations in paragraph 80, sentence 1. Apple
8 lacks knowledge or information sufficient to admit or deny the number of pages Plaintiff
9 reviewed and on that basis denies those allegations. Apple denies the remaining allegations in
10 paragraph 80, sentence 2. Apple lacks knowledge or information sufficient to admit or deny the
11 allegations in paragraph 80, sentence 3 and on that basis denies them.

12 81. As to paragraph 81 of the Fifth Amended Complaint, Apple lacks knowledge or
13 information sufficient to admit or deny the allegations in paragraph 81, sentence 1 and on that
14 basis denies them. No response is required for the allegations in paragraph 81, sentence 2 because
15 the allegations pertain to Plaintiff's counts five and six, which have been dismissed with
16 prejudice. Apple denies the allegations in paragraph 81, sentence 3.

17 82. As to paragraph 82 of the Fifth Amended Complaint, Apple denies the allegations.

18 83. As to paragraph 83 of the Fifth Amended Complaint, Apple admits that on April 6,
19 2021, Plaintiff sent an email and states that the email speaks for itself. Apple denies the
20 allegations in paragraph 83 to the extent they contradict or mischaracterize the email. Unless
21 specifically admitted, Apple denies the remaining allegations in paragraph 83.

22 84. As to paragraph 84 of the Fifth Amended Complaint, Apple lacks knowledge or
23 information sufficient to admit or deny whether Plaintiff emailed the U.S. EPA and California
24 EPA from September 2020 through April 2021 and on that basis denies those allegations. Apple
25 denies the remaining allegations in paragraph 84, sentence 1. Apple lacks knowledge or
26 information sufficient to admit or deny whether Plaintiff contacted politicians and on that basis
27 denies those allegations. Apple denies the remaining allegations in paragraph 84, sentence 2.
28 Apple lacks knowledge or information sufficient to admit or deny the allegations in paragraph 84,

1 sentence 3 and on that basis denies them.

2 85. As to paragraph 85 of the Fifth Amended Complaint, Apple lacks knowledge or
3 information sufficient to admit or deny the allegations in paragraph 85, sentences 1 and 3 and on
4 that basis denies them. Apple admits that on or around April 7, 2021, Plaintiff told West, "I meet
5 with [M]ayor [Lisa Gillmor] tomorrow[.]" Unless specifically admitted, Apple denies the
6 remaining allegations in paragraph 85.

7 86. As to paragraph 86 of the Fifth Amended Complaint, Apple lacks knowledge or
8 information sufficient to admit or deny the allegations and on that basis denies them.

9 87. As to paragraph 87 of the Fifth Amended Complaint, Apple admits that Plaintiff
10 met with at least one Apple EH&S employee and Waibel on each of the dates listed in paragraph
11 87, sentence 1. Unless specifically admitted, Apple denies the remaining allegations in paragraph
12 87.

13 88. As to paragraph 88 of the Fifth Amended Complaint, Apple admits the allegations
14 in paragraph 88, sentence 3. Apple lacks knowledge or information sufficient to admit or deny
15 whether Plaintiff completed a self-review in February 2021 and on that basis denies those
16 allegations. Apple denies the remaining allegations in paragraph 88.

17 89. As to paragraph 89 of the Fifth Amended Complaint, Apple admits that Plaintiff
18 asked questions about the TRW Microwave, Inc. Superfund site and the rationale for certain
19 monitoring decisions. Unless specifically admitted, Apple denies the remaining allegations in
20 paragraph 89.

21 90. As to paragraph 90 of the Fifth Amended Complaint, Apple denies the allegations.

22 91. As to paragraph 91 of the Fifth Amended Complaint, Apple admits that on April
23 11, 2021, Plaintiff emailed Powers and states that the email speaks for itself. Apple denies the
24 allegations in paragraph 91 to the extent they contradict or mischaracterize the email.

25 92. As to paragraph 92 of the Fifth Amended Complaint, Apple denies the allegations.

26 93. As to paragraph 93 of the Fifth Amended Complaint, Apple admits that on April
27 21, 2021, Plaintiff sent text messages to a coworker and states that the text messages speak for
28 themselves. Apple denies the allegations in paragraph 93, sentence 1 to the extent they contradict

1 or mischaracterize the text messages. Apple denies the remaining allegations in paragraph 93.

2 94. As to paragraph 94 of the Fifth Amended Complaint, Apple denies the allegations.

3 95. As to paragraph 95 of the Fifth Amended Complaint, Apple lacks knowledge or
4 information sufficient to admit or deny the allegations and on that basis denies them.

5 96. As to paragraph 96 of the Fifth Amended Complaint, Apple lacks knowledge or
6 information sufficient to admit or deny the allegations in paragraph 96, sentence 1 and on that
7 basis denies them. Apple admits that on April 23, 2021, the U.S. EPA emailed Apple and states
8 that the email speaks for itself. Apple denies the allegations in paragraph 96, sentence 2 to the
9 extent they contradict or mischaracterize the email.

10 97. As to paragraph 97 of the Fifth Amended Complaint, Apple denies the allegations.
11 Waibel told Gjovik, "[Y]ou have a right to discuss the terms and conditions of employment. We
12 ask that you ensure the information you share is as accurate and complete as possible when doing
13 so." Regarding footnote 20, Apple admits that certain statements allegedly made by Powers and
14 Waibel were identified in the Complaint issued by the NLRB on December 18, 2024 in NLRB
15 Case Nos. 32-CA-282142 and 32-CA-283161 as alleged violations of Section 8(a)(1) of the
16 NLRA, 29 U.S.C. § 158(a)(1). Answering further, that Complaint contains allegations that the
17 NLRB has determined should be submitted to an administrative hearing and does not have any
18 preclusive effect. In its Answer to the Complaint, Apple denied the allegations relating to Powers
19 and Waibel. Apple denies that it committed any unfair labor practices. Unless specifically
20 admitted, Apple denies the remaining allegations in footnote 20.

21 98. As to paragraph 98 of the Fifth Amended Complaint, no response is required, as
22 the allegations pertain to Plaintiff's counts five and six, which have been dismissed with
23 prejudice.

24 99. As to paragraph 99 of the Fifth Amended Complaint, no response is required to
25 paragraph 99, sentences 1 and 2, as the allegations pertain to Plaintiff's counts five and six, which
26 have been dismissed with prejudice. Apple admits that on May 10, 2021, Plaintiff emailed her
27 manager Powers and states that the email speaks for itself. Apple denies the allegations in
28 paragraph 99, sentence 3 to the extent they contradict or mischaracterize the email. Apple lacks

1 knowledge or information sufficient to admit or deny the allegations regarding the purported
2 palpitations and on that basis denies them. Unless specifically admitted, Apple denies the
3 remaining allegations in paragraph 99.

4 100. As to paragraph 100 of the Fifth Amended Complaint, Apple admits that on May
5 17, 2021, Plaintiff met with at least one Apple EH&S employee and Waibel. Apple lacks
6 knowledge or information sufficient to admit or deny the allegations in paragraph 100, sentences
7 3 and 4 and on that basis denies them. Unless specifically admitted, Apple denies the remaining
8 allegations in paragraph 100.

9 101. As to paragraph 101 of the Fifth Amended Complaint, Apple lacks knowledge or
10 information sufficient to admit or deny the allegations in paragraph 101, sentence 3 and on that
11 basis denies them. Apple denies the remaining allegations in paragraph 101.

12 102. As to paragraph 102 of the Fifth Amended Complaint, Apple admits that Waibel
13 investigated concerns that Plaintiff raised about Powers and West. Unless specifically admitted,
14 Apple denies the remaining allegations in paragraph 102.

15 103. As to paragraph 103 of the Fifth Amended Complaint, Apple denies the
16 allegations.

17 104. As to paragraph 104 of the Fifth Amended Complaint, Apple admits that Plaintiff
18 expressed concerns about Waibel's investigation. Apple further admits that on June 10, 2021,
19 Waibel herself introduced Plaintiff to Waibel's supervisor, Lagares, so that Lagares could speak
20 with Plaintiff about her concerns. Unless specifically admitted, Apple denies the remaining
21 allegations in paragraph 104.

22 105. As to paragraph 105 of the Fifth Amended Complaint, Apple admits that on July 2,
23 2021, Waibel and Plaintiff exchanged emails and states that the emails speaks for themselves.
24 Apple denies the allegations in paragraph 105 to the extent they contradict or mischaracterize the
25 emails.

26 106. As to paragraph 106 of the Fifth Amended Complaint, no response is required, as
27 the allegations pertain to Plaintiff's counts five and six, which have been dismissed with
28 prejudice.

1 107. As to paragraph 107 of the Fifth Amended Complaint, no response is required, as
2 the allegations pertain to Plaintiff's counts five and six, which have been dismissed with
3 prejudice.

4 108. As to paragraph 108 of the Fifth Amended Complaint, on information and belief,
5 Apple admits that in July 2021, Plaintiff emailed the U.S. EPA and states that those emails speak
6 for themselves. Apple admits the allegations in paragraph 108, sentence 4. Unless specifically
7 admitted, Apple denies the remaining allegations in paragraph 108.

8 109. As to paragraph 109 of the Fifth Amended Complaint, Apple denies the
9 allegations.

10 110. As to paragraph 110 of the Fifth Amended Complaint, Apple admits that Plaintiff
11 threatened litigation against Apple. Unless specifically admitted, Apple denies the remaining
12 allegations in paragraph 110.

13 111. As to paragraph 111 of the Fifth Amended Complaint, Apple denies the
14 allegations.

15 112. As to paragraph 112 of the Fifth Amended Complaint, Apple lacks knowledge or
16 information sufficient to admit or deny the allegations and on that basis denies them.

17 113. As to paragraph 113 of the Fifth Amended Complaint, Apple admits the
18 allegations in paragraph 113, sentence 1. Apple denies the remaining allegations in paragraph
19 113.

20 114. As to paragraph 114 of the Fifth Amended Complaint, Apple lacks knowledge or
21 information sufficient to admit or deny the allegations and on that basis denies them.

22 115. As to paragraph 115 of the Fifth Amended Complaint, Apple admits that on July
23 23, 2021, the New York Times quoted Plaintiff in an article about "return to work" and states that
24 the quote speaks for itself. Apple denies the allegations in paragraph 115, sentence 1 to the extent
25 they contradict or mischaracterize the quote. Apple admits the allegations in paragraph 115,
26 sentence 2.

27 116. As to paragraph 116 of the Fifth Amended Complaint, Apple denies the
28 allegations.

1 117. As to paragraph 117 of the Fifth Amended Complaint, on information and belief,
2 Apple admits that in late July 2021, the U.S. EPA asked Northrop Grumman to visit 825 Stewart.
3 Unless specifically admitted, Apple denies the remaining allegations in paragraph 117.

4 118. As to paragraph 118 of the Fifth Amended Complaint, Apple denies the
5 allegations.

6 119. As to paragraph 119 of the Fifth Amended Complaint, Apple denies the
7 allegations.

8 120. As to paragraph 120 of the Fifth Amended Complaint, Apple lacks knowledge or
9 information sufficient to admit or deny what Plaintiff knew or did not know and on that basis
10 denies the allegations in paragraph 120, sentence 1. Apple denies the allegations in paragraph
11 120, sentences 2 and 3. With respect to the allegations regarding 3250 Scott, no response is
12 required, as the allegations pertain to Plaintiff's counts five and six, which have been dismissed
13 with prejudice.

14 121. As to paragraph 121 of the Fifth Amended Complaint, Apple lacks knowledge or
15 information sufficient to admit or deny the allegations and on that basis denies them.

16 122. As to paragraph 122 of the Fifth Amended Complaint, Apple admits the
17 allegations in paragraph 122, sentence 1. Apple denies the allegations in paragraph 122, sentences
18 2 and 3. Apple lacks knowledge or information sufficient to admit or deny the allegations in
19 paragraph 122, sentence 4 and on that basis denies those allegations.

20 123. As to paragraph 123 of the Fifth Amended Complaint, Apple denies the
21 allegations.

22 124. As to paragraph 124 of the Fifth Amended Complaint, Apple lacks knowledge or
23 information sufficient to admit or deny the allegations and on that basis denies them.

24 125. As to paragraph 125 of the Fifth Amended Complaint, Apple lacks knowledge or
25 information sufficient to admit or deny the allegations and on that basis denies them.

26 126. As to paragraph 126 of the Fifth Amended Complaint, Apple denies the
27 allegations.

28 127. As to paragraph 127 of the Fifth Amended Complaint, Apple lacks knowledge or

1 information sufficient to admit or deny the allegations in paragraph 127, sentences 1 and 3 and on
2 that basis denies them. Apple denies the remaining allegations in paragraph 127.

3 128. As to paragraph 128 of the Fifth Amended Complaint, Apple denies the
4 allegations.

5 129. As to paragraph 129 of the Fifth Amended Complaint, Apple denies the
6 allegations.

7 130. As to paragraph 130 of the Fifth Amended Complaint, Apple lacks knowledge or
8 information sufficient to admit or deny the allegations and on that basis denies them.

9 131. As to paragraph 131 of the Fifth Amended Complaint, Apple lacks knowledge or
10 information sufficient to admit or deny the allegations in paragraph 131, sentences 1, 2, and 3 and
11 on that basis denies them. Apple admits that Plaintiff told Apple that she worked with colleagues
12 to gather evidence. Unless specifically admitted, Apple denies the remaining allegations in
13 paragraph 131.

14 132. As to paragraph 132 of the Fifth Amended Complaint, Apple admits that on
15 August 4, 2021, Okpo emailed Plaintiff and states that the email speaks for itself. Apple denies
16 the allegations in paragraph 132, sentence 2 to the extent they contradict or mischaracterize the
17 email. Apple denies the remaining allegations in paragraph 132. Plaintiff requested to be on paid
18 administrative leave.

19 133. As to paragraph 133 of the Fifth Amended Complaint, Apple lacks knowledge or
20 information sufficient to admit or deny the allegations and on that basis denies them.

21 134. As to paragraph 134 of the Fifth Amended Complaint, Apple denies the allegations
22 in paragraph 134, sentences 1 and 2. Apple lacks knowledge or information sufficient to admit or
23 deny the remaining allegations in paragraph 134 on that basis denies them.

24 135. As to paragraph 135 of the Fifth Amended Complaint, Apple lacks knowledge or
25 information sufficient to admit or deny the allegations and on that basis denies them.

26 136. As to paragraph 136 of the Fifth Amended Complaint, Apple lacks knowledge or
27 information sufficient to admit or deny the allegations and on that basis denies them.

28 137. As to paragraph 137 of the Fifth Amended Complaint, Apple lacks knowledge or

1 information sufficient to admit or deny the allegations in paragraph 137, sentence 1 and on that
2 basis denies them. Apple denies the remaining allegations in paragraph 137.

3 138. As to paragraph 138 of the Fifth Amended Complaint, Apple lacks knowledge or
4 information sufficient to admit or deny the allegations and on that basis denies them.

5 139. As to paragraph 139 of the Fifth Amended Complaint, Apple lacks knowledge or
6 information sufficient to admit or deny the allegations and on that basis denies them.

7 140. As to paragraph 140 of the Fifth Amended Complaint, Apple admits that around
8 August 17, 2021, Business Insider published an article and that it speaks for itself. Apple denies
9 the allegations in paragraph 140 to the extent they contradict or mischaracterize the article.

10 141. As to paragraph 141 of the Fifth Amended Complaint, Apple lacks knowledge or
11 information sufficient to admit or deny the allegations and on that basis denies them.

12 142. As to paragraph 142 of the Fifth Amended Complaint, Apple admits that on
13 August 16, 2021, Okpo emailed a summary of his understanding of the concerns Plaintiff shared
14 with Okpo and states that the documents speak for themselves. Apple denies the allegations in
15 paragraph 142 to the extent they contradict or mischaracterize the documents.

16 143. As to paragraph 143 of the Fifth Amended Complaint, Apple denies the
17 allegations.

18 144. As to paragraph 144 of the Fifth Amended Complaint, Apple admits that on
19 August 23, 2021, Plaintiff sent Okpo a document titled "Employee Relations - Issue
20 Confirmation." Unless specifically admitted, Apple denies the remaining allegations in paragraph
21 144.

22 145. As to paragraph 145 of the Fifth Amended Complaint, Apple denies the
23 allegations.

24 146. As to paragraph 146 of the Fifth Amended Complaint, Apple denies the allegations
25 in paragraph 146, sentence 1. Apple lacks knowledge or information sufficient to admit or deny
26 the remaining allegations in paragraph 146 and on that basis denies them.

27 147. As to paragraph 147 of the Fifth Amended Complaint, Apple admits the
28 allegations in paragraph 147, sentence 1. Apple denies the remaining allegations in paragraph

1 147.

2 148. As to paragraph 148 of the Fifth Amended Complaint, Apple admits that, before
3 joining Apple's board, Sugar was the CEO of Northrop Grumman. On information and belief,
4 Apple admits that Northrop Grumman is the Responsible Party for the TRW Microwave, Inc.
5 Superfund site. Unless specifically admitted, Apple denies the remaining allegations in paragraph
6 148.

7 149. As to paragraph 149 of the Fifth Amended Complaint, Apple denies the allegations
8 in paragraph 149.

9 150. As to paragraph 150 of the Fifth Amended Complaint, Apple lacks knowledge or
10 information sufficient to admit or deny the allegations and on that basis denies them.

11 151. As to paragraph 151 of the Fifth Amended Complaint, Apple admits that the
12 August 23, 2021 news article exists and that it speaks for itself. Apple denies the allegations in
13 paragraph 151 to the extent they contradict or mischaracterize the emails.

14 152. As to paragraph 152 of the Fifth Amended Complaint, Apple admits, on
15 information and belief, that on or about August 26, 2021, Plaintiff filed a charge in NLRB Case
16 No. 32-CA-282142 against Apple alleging certain violations of Section 8(a)(1) of the National
17 Labor Relations Act ("NLRA"), 29 U.S.C. § 158(a)(1). Apple lacks knowledge or information
18 sufficient to admit or deny whether she posted comments on Twitter about filing the charge and
19 on that basis denies those allegations. Unless specifically admitted, Apple denies the remaining
20 allegations in paragraph 152, sentence 1. Apple denies the allegations in paragraph 152, sentence
21 2. On information and belief, Apple admits that on or about August 30, 2021, McDermott, Will &
22 Emery, its former counsel in the NLRB charges filed by Plaintiff, filed a notice of appearance in
23 NLRB Case No. 32-CA-282142. Unless specifically admitted, Apple denies the remaining
24 allegations in paragraph 152, sentence 3.

25 153. As to paragraph 153 of the Fifth Amended Complaint, Apple admits that it
26 terminated Plaintiff's employment on September 9, 2021, effective September 10, 2021. Unless
27 specifically admitted, Apple denies the remaining allegations in paragraph 153.

28 154. As to paragraph 154 of the Fifth Amended Complaint, Apple lacks knowledge or

1 information sufficient to admit or deny the allegations and on that basis denies those allegations.

2 155. As to paragraph 155 of the Fifth Amended Complaint, Apple admits the
3 allegations.

4 156. As to paragraph 156 of the Fifth Amended Complaint, Apple lacks knowledge or
5 information sufficient to admit or deny the allegations and on that basis denies them.

6 157. As to paragraph 157 of the Fifth Amended Complaint, Apple admits that in August
7 2021, Plaintiff was a recipient of three mass internal emails and states that the emails speak for
8 themselves. Apple denies the allegations in paragraph 157 to the extent they contradict or
9 mischaracterize the emails. Unless specifically admitted, Apple denies the remaining allegations
10 in paragraph 157.

11 158. As to paragraph 158 of the Fifth Amended Complaint, Apple lacks knowledge or
12 information sufficient to admit or deny the allegations in paragraph 158, sentence 1 and on that
13 basis denies them. Apple denies the remaining allegations in paragraph 158.

14 159. As to paragraph 159 of the Fifth Amended Complaint, Apple admits that around
15 August 30, 2021, Plaintiff shared an article titled, “Apple cares about privacy, unless you work at
16 Apple” and states that the article speaks for itself. Unless specifically admitted, Apple denies the
17 remaining allegations in paragraph 159.

18 160. As to paragraph 160 of the Fifth Amended Complaint, Apple states that Plaintiff’s
19 tweet sharing the “Apple cares about privacy...” article speaks for itself. Apple denies the
20 allegations in paragraph 160, sentence 1 to the extent they contradict or mischaracterize the tweet.
21 To the extent paragraph 160, sentence 1 refers to other “posts,” Apple lacks knowledge or
22 information sufficient to admit or deny the allegations in that sentence and on that basis Apple
23 denies them. Apple denies the allegations in paragraph 160, sentence 2.

24 161. As to paragraph 161 of the Fifth Amended Complaint, Apple states that the “Apple
25 cares about privacy...” article speaks for itself. Apple denies the allegations to the extent they
26 contradict or mischaracterize the article.

27 162. As to paragraph 162 of the Fifth Amended Complaint, Apple lacks knowledge or
28 information sufficient to admit or deny the allegations and on that basis denies them.

1 163. As to paragraph 163 of the Fifth Amended Complaint, Apple lacks knowledge or
2 information sufficient to admit or deny the allegations in paragraph 163, sentences 1 and 2 and on
3 that basis denies them. On information and belief, Apple admits that on or around September 3,
4 2021, Reuters published an article and that it speaks for itself. Apple denies the allegations in
5 paragraph 163, sentence 3 to the extent they contradict or mischaracterize the article. Apple lacks
6 knowledge or information sufficient to admit or deny the remaining allegations in paragraph 163,
7 sentence 3 and on that basis denies those allegations.

8 164. As to paragraph 164 of the Fifth Amended Complaint, Apple lacks knowledge or
9 information sufficient to admit or deny the allegations and on that basis denies them.

10 165. As to paragraph 165 of the Fifth Amended Complaint, Apple admits that Okpo
11 contacted Plaintiff on September 3, 2021 and September 7, 2021, asking to meet. Apple admits
12 that on September 3, 2021 and on September 7, 2021, Plaintiff made a request to Okpo that they
13 keep their exchanges in writing. Unless specifically admitted, Apple denies the remaining
14 allegations in paragraph 165.

15 166. As to paragraph 166 of the Fifth Amended Complaint, Apple lacks knowledge or
16 information sufficient to admit or deny the allegations and on that basis denies them.

17 167. As to paragraph 167 of the Fifth Amended Complaint, Apple lacks knowledge or
18 information sufficient to admit or deny the allegations and on that basis denies them.

19 168. As to paragraph 168 of the Fifth Amended Complaint, Apple lacks knowledge or
20 information sufficient to admit or deny the allegations and on that basis denies them.

21 169. As to paragraph 169 of the Fifth Amended Complaint, Apple admits that a former
22 administrative assistant in West's organization filed a complaint against Apple. Apple denies
23 Plaintiff's characterization of it and all other remaining allegations in this paragraph.

24 170. As to paragraph 170 of the Fifth Amended Complaint, Apple admits that a former
25 administrative assistant in West's organization filed a complaint against Apple. Apple further
26 admits that the administrative assistant ultimately voluntarily resigned her Apple employment and
27 later filed a complaint against Apple. Apple admits that the parties in that matter reached a
28 resolution of the claims that resulted in the filing of a notice of settlement. Apple lacks knowledge

1 or information sufficient to admit or deny whether Plaintiff posted material on Twitter about that
2 matter or whether she messaged a current employee certain legal filings and on that basis denies
3 those allegations. Apple denies Plaintiff's characterization of that matter and all other remaining
4 allegations in this paragraph.

5 171. As to paragraph 171 of the Fifth Amended Complaint, Apple lacks knowledge or
6 information sufficient to admit or deny the allegations and on that basis denies them.

7 172. As to paragraph 172 of the Fifth Amended Complaint, Apple lacks knowledge or
8 information sufficient to admit or deny the allegations and on that basis denies them.

9 173. As to paragraph 173 of the Fifth Amended Complaint, Apple lacks knowledge or
10 information sufficient to admit or deny the allegations and on that basis denies them. Regarding
11 footnote 30, Apple admits that certain allegations in the Complaint and Corrected Complaint in
12 NLRB Case No. 32-CA-284428 related to policies about searches of electronic devices. The
13 Complaint and Corrected Complaint in NLRB Case No. 32-CA-284428 asserted that such
14 policies violated Section 8(a)(1) of the NLRA, 29 U.S.C. § 158(a)(1). Answering further, that
15 Complaint and Corrected Complaint contain allegations that the NLRB has determined should be
16 submitted to an administrative hearing and do not have any preclusive effect. In its Answer to the
17 Corrected Complaint, Apple denied the allegations relating to such policies. Apple denies that it
18 committed any unfair labor practices. Unless specifically admitted, Apple denies the remaining
19 allegations in footnote 30.

20 174. As to paragraph 174 of the Fifth Amended Complaint, Apple admits that
21 Kagramanov emailed Plaintiff on the alleged date and time but denies the remaining allegations
22 in paragraph 174, sentence 1. Apple lacks knowledge or information sufficient to admit or deny
23 whether Plaintiff knew or “did not know the team” and on that basis denies that allegation. Apple
24 admits the remaining allegations in paragraph 174, sentence 2. Apple admits the allegations in
25 paragraph 174, sentences 3 and 4. Apple denies the allegations in paragraph 174, sentence 5.

26 175. As to paragraph 175 of the Fifth Amended Complaint, Apple admits that Plaintiff
27 emailed Kagramanov at the alleged time and states that the email speaks for itself. Apple denies
28 the allegations in paragraph 175 to the extent they contradict or mischaracterize the email. Apple

1 lacks knowledge or information sufficient to admit or deny whether she was “certain she was
2 about to be fired” and on that basis denies that allegation.

3 176. As to paragraph 176 of the Fifth Amended Complaint, Apple admits that
4 Kagramanov did not respond to Plaintiff’s 2:10 PM email before Plaintiff emailed Kagramanov at
5 2:27 PM. Apple states that Plaintiff’s 2:27 PM email speaks for itself. Apple denies the
6 allegations in paragraph 176, sentence 1 to the extent they contradict or mischaracterize the email.
7 Apple lacks knowledge or information sufficient to admit or deny the allegations in paragraph
8 176, sentence 2 and on that basis denies them.

9 177. As to paragraph 177 of the Fifth Amended Complaint, Apple denies the allegations
10 in paragraph 177, sentence 1. Apple states that the statute cited in footnote 32 speaks for itself.
11 Apple denies the allegations in footnote 32 to the extent they contradict or mischaracterize the
12 statute. Apple lacks knowledge or information sufficient to admit or deny the remaining
13 allegations in paragraph 177 and on that basis denies them.

14 178. As to paragraph 178 of the Fifth Amended Complaint, Apple admits the
15 allegations in paragraph 178, sentence 1. Apple denies the remaining allegations in paragraph
16 178.

17 179. As to paragraph 179 of the Fifth Amended Complaint, Apple denies the allegations
18 in paragraph 179, sentences 1 and 3. Apple admits the allegations in paragraph 179, sentence 2.

19 180. As to paragraph 180 of the Fifth Amended Complaint, Apple admits that Plaintiff
20 emailed Kagramanov at the alleged time and states that the email speaks for itself. Apple denies
21 the allegations to the extent they contradict or mischaracterize the email. Plaintiff lacks
22 knowledge or information sufficient to admit or deny the allegation in the final sentence of
23 paragraph 180 and on that basis denies it.

24 181. As to paragraph 181 of the Fifth Amended Complaint, Apple admits the
25 allegations.

26 182. As to paragraph 182 of the Fifth Amended Complaint, Apple lacks knowledge or
27 information sufficient to admit or deny the allegations and on that basis denies them.

28 183. As to paragraph 183 of the Fifth Amended Complaint, Apple admits that on

1 September 9, 2021, Yannick Bertolus (the Vice President in the department for which Plaintiff
2 worked) emailed Plaintiff and attached a letter providing reasons for Apple's decision to end her
3 employment. Unless specifically admitted, Apple denies the remaining allegations in paragraph
4 183.

5 184. As to paragraph 184 of the Fifth Amended Complaint, Apple admits that on the
6 alleged date and time, David R. Eberhart of O'Melveny & Myers LLP emailed Plaintiff on behalf
7 of Apple and states that the email speaks for itself. Apple denies the allegations to the extent they
8 contradict or mischaracterize the email. Apple denies the allegations in footnote 33.

9 185. As to paragraph 185 of the Fifth Amended Complaint, on information and belief,
10 Apple admits that Plaintiff deleted the two Twitter posts that Eberhart referenced in his
11 September 15, 2021 email. Apple admits that on October 6, 2021, an attorney, David L. Hecht,
12 emailed Eberhart on Plaintiff's behalf. On information and belief, Apple admits that Eberhart did
13 not respond to Hecht's email. Apple admits that the four screenshots show some but not all
14 features of the four posts that included content that Eberhart requested her to remove. Unless
15 specifically admitted, Apple denies the remaining allegations in paragraph 185.

16 186. As to paragraph 186 of the Fifth Amended Complaint, Apple admits that on that
17 date, Apple CEO Tim Cook emailed all Apple staff and states that the email speaks for itself.
18 Apple denies the allegations to the extent they contradict or mischaracterize the email.

19 187. As to paragraph 187 of the Fifth Amended Complaint, Apple lacks knowledge or
20 information sufficient to admit or deny the allegations and on that basis denies them.

21 188. As to paragraph 188 of the Fifth Amended Complaint, on information and belief,
22 Apple admits that on May 20, 2022, the U.S. EPA sent a letter to Northrop Grumman and states
23 that the letter speaks for itself. Apple denies the allegations to the extent they contradict or
24 mischaracterize the letter. Apple denies the allegations in paragraph 188, sentence 2.

25 189. As to paragraph 189 of the Fifth Amended Complaint, on information and belief,
26 Apple admits that attached to the May 20, 2022 letter is a memorandum and states that the
27 memorandum speaks for itself. Apple denies the allegations to the extent they contradict or
28 mischaracterize the memorandum. Apple lacks knowledge or information sufficient to admit or

1 deny whether the memorandum was prepared by "the EPA's team of vapor intrusion experts" and
2 on that basis denies those allegations. Apple denies the allegations in paragraph 189, sentence 2.

3 190. As to paragraph 190 of the Fifth Amended Complaint, Apple lacks knowledge or
4 information sufficient to admit or deny the allegations and on that basis denies them.

5 191. As to paragraph 191 of the Fifth Amended Complaint, Apple lacks knowledge or
6 information sufficient to admit or deny the allegations and on that basis denies them.

7 192. As to paragraph 192 of the Fifth Amended Complaint, Apple lacks knowledge or
8 information sufficient to admit or deny the allegations in paragraph 192, sentences 1 and 3 and on
9 that basis denies them. Apple lacks knowledge or information sufficient to admit or deny whether
10 the agency rejected her claim and on that basis denies that allegation. Apple denies the remaining
11 allegations in paragraph 193, sentence 2.

12 193. As to paragraph 193 of the Fifth Amended Complaint, Apple lacks knowledge or
13 information sufficient to admit or deny the allegations and on that basis denies them.

14 194. As to paragraph 194 of the Fifth Amended Complaint, Apple admits, on
15 information and belief, that on or about October 12, 2021, Plaintiff filed a charge in NLRB Case
16 No. 32-CA-284441, relating to an email sent by Tim Cook, Apple's Chief Executive Officer,
17 regarding the leak of information from a town hall meeting on September 17, 2021. On
18 information and belief, Apple admits that in or about January 2023, the NLRB issued merit
19 findings regarding NLRB Case No. 32-CA-284441. Answering further, those merit findings are a
20 decision to issue a Complaint and do not have any preclusive effect. Apple admits, on information
21 and belief, that on or about October 12, 2021, Plaintiff filed a charge in NLRB Case No. 32-CA-
22 284428, relating to certain employment policies and agreements maintained by Apple. Answering
23 further, NLRB Region 21 issued a Complaint in NLRB Case No. 32-CA-284428 on September
24 27, 2024, and a Corrected Complaint in that case on October 3, 2024. Answering further, that
25 Complaint and Corrected Complaint contain allegations that the NLRB has determined should be
26 submitted to an administrative hearing and do not have any preclusive effect. Answering further,
27 the Complaint issued by the NLRB on September 27, 2024 and Corrected Complaint issued on
28 October 3, 2024 only identified NLRB Case No. 32-CA-284428 and no other case. Apple denied

1 the substantive allegations in its Answer to the Corrected Complaint. Apple admits, on
2 information and belief, that on or about January 10, 2022, Plaintiff filed a charge in NLRB Case
3 No. 32-CA-288816, in which she raised allegations under Sections 8(a)(1) and 8(a)(4) of the
4 NLRA, 29 U.S.C. §§ 158(a)(1) and (4). Answering further, Apple states that on or about October
5 17, 2024, it received a letter from NLRB Region 21 informing that Plaintiff had withdrawn
6 NLRB Case No. 32-CA-288816 in its entirety. Apple denies that it committed any unfair labor
7 practices. Apple lacks knowledge or information sufficient to admit or deny whether Plaintiff
8 filed "California Department of Labor charges" and on that basis denies those allegations. Unless
9 specifically admitted, Apple denies the remaining allegations in paragraph 194.

10 195. As to paragraph 195 of the Fifth Amended Complaint, Apple lacks knowledge or
11 information sufficient to admit or deny the allegations in paragraph 195, sentence 1 and on that
12 basis denies them. On information and belief, Apple admits that on August 31, 2023, the U.S.
13 EPA published a letter and states that the letter speaks for itself. Apple denies the allegations to
14 the extent they contradict or mischaracterize the letter. Unless specifically admitted, Apple denies
15 the remaining allegations in paragraph 195, sentence 2.

16 196. As to paragraph 196 of the Fifth Amended Complaint, Apple lacks knowledge or
17 information sufficient to admit or deny the allegations and on that basis denies them. Apple
18 denies the allegations in footnote 39.

19 197. As to paragraph 197 of the Fifth Amended Complaint, Apple lacks knowledge or
20 information sufficient to admit or deny the allegations and on that basis denies them.

21 198. As to paragraph 198 of the Fifth Amended Complaint, on information and belief,
22 Apple admits that around September 27, 2024, the U.S. EPA published the "Sixth Five-Year
23 Review Report for the [Triple Site]," including the TRW Microwave, Inc. Superfund site, and
24 states that the report speaks for itself. Apple denies the allegations to the extent they contradict or
25 mischaracterize the report.

26 199. As to paragraph 199 of the Fifth Amended Complaint, Apple denies the
27 allegations.

28 200. As to paragraph 200 of the Fifth Amended Complaint, Apple lacks knowledge or

1 information sufficient to admit or deny the allegations and on that basis denies them.

2 201. As to paragraph 201 of the Fifth Amended Complaint, Apple admits that NLRB
3 Region 21 issued a Complaint in NLRB Case No. 32-CA-284428 on September 27, 2024, and a
4 Corrected Complaint in that case on October 3, 2024, and that the allegations set forth in the
5 Complaint and Corrected Complaint relate to certain policies and agreements maintained by
6 Apple. Answering further, that Complaint and Corrected Complaint contain allegations that the
7 NLRB has determined should be submitted to an administrative hearing and do not have any
8 preclusive effect. Answering further, Apple denied the allegations in the Corrected Complaint.
9 Apple denies that it committed any unfair labor practices. Unless specifically admitted, Apple
10 denies the remaining allegations in paragraph 201.

11 202. As to paragraph 202 of the Fifth Amended Complaint, on information and belief,
12 Apple admits that in or about January 2023, the NLRB issued merit findings regarding NLRB
13 Case No. 32-CA-284441. Answering further, those merit findings are a decision to issue a
14 Complaint and do not have any preclusive effect. Apple denies that it committed any unfair labor
15 practices. Unless specifically admitted, Apple denies the remaining allegations in paragraph 202.

16 203. As to paragraph 203 of the Fifth Amended Complaint, Apple admits that it was
17 informed by NLRB Region 21 of certain merit findings relating to allegations about the alleged
18 suspension of Plaintiff in NLRB Case No. 32-CA-282142, as well as the termination of Plaintiff's
19 employment in NLRB Case No. 32-CA-283161, including but not limited to an October 15, 2024
20 email from an attorney at NLRB Region 21 identifying certain merit findings. Answering further,
21 those merit findings are a decision to issue a Complaint and do not have any preclusive effect.
22 Apple denies that it committed any unfair labor practices. Unless specifically admitted, Apple
23 denies the remaining allegations in paragraph 203, sentence 1. With respect to paragraph 203,
24 sentence 2, Apple denies that it committed any unfair labor practices. Apple otherwise lacks
25 knowledge or information sufficient to admit or deny the allegations in paragraph 203, sentence 2
26 and on that basis denies them.

27 **LEGAL CLAIMS**

28 204. As to paragraph 204 of the Fifth Amended Complaint, Apple incorporates by

1 reference its responses to the preceding paragraphs as if fully set forth below. Apple denies that it
2 has concealed material facts. Apple has identified those who were involved in making the
3 decision to terminate Plaintiff's employment. No further response is required to Plaintiff's
4 allegations of "fraudulent concealment," "continuing violations," and "the discovery rule," as the
5 allegations pertain to Plaintiff's counts five and six, which have been dismissed with prejudice.
6 No response is required to Plaintiff's allegations of "equitable tolling," as Judge Chen ruled on
7 this issue in his February 27, 2025 order.

8 205. As to paragraph 205 of the Fifth Amended Complaint, no response is required to
9 Plaintiff's allegations of "equitable tolling," as Judge Chen ruled on this issue in his February 27,
10 2025 order. Apple denies the allegations in paragraph 205, sentence 2. Apple admits the
11 allegations in paragraph 205, sentence 3.

12 **KNOWLEDGE OF PROTECTED ACTIVITIES**

13 206. As to paragraph 206 of the Fifth Amended Complaint, Apple denies the allegations
14 in paragraph 206, sentences 1, 3, and 6. On information and belief, Apple admits that Plaintiff
15 talked to the press. Apple admits that in July 2021 the New York Times quoted Plaintiff and that
16 the quote speaks for itself. Apple denies the allegations in paragraph 206, sentence 2 to the extent
17 they contradict or mischaracterize the quote. On information and belief, Apple admits that certain
18 press outlets covered Plaintiff on various dates in August and September 2021. Apple lacks
19 knowledge or information sufficient to admit or deny whether such press outlets covered
20 Plaintiff's social media posts and on that basis denies those allegations. Unless specifically
21 admitted, Apple denies the remaining allegations in paragraph 206, sentence 4. On information
22 and belief, Apple admits the allegations in paragraph 206, sentence 5.

23 207. As to paragraph 207 of the Fifth Amended Complaint, Apple denies the
24 allegations.

25 208. As to paragraph 208 of the Fifth Amended Complaint, Apple denies that Okpo
26 "put" Plaintiff on leave; Plaintiff requested to be on paid administrative leave. Apple lacks
27 knowledge or information sufficient to admit or deny the remaining allegations in paragraph 208,
28 sentence 1 and on that basis denies them. Apple lacks knowledge or information sufficient to

1 admit or deny the allegations in paragraph 208, sentence 2 and on that basis denies them. Apple
2 denies the allegations in paragraph 208, sentence 3. Regarding footnote 44, Apple admits that it
3 was informed by NLRB Region 21 of merit findings relating to certain allegations presented in
4 NLRB Case Nos. 32-CA-282142 and 32-CA-283161, including but not limited to an October 15,
5 2024 email from an attorney at NLRB Region 21 identifying certain merit findings. Answering
6 further, those merit findings are a decision to issue a Complaint and do not have any preclusive
7 effect. Apple admits that an email sent by Okpo to Plaintiff on or about August 5, 2021 was
8 identified in the Complaint issued by the NLRB on December 18, 2024 in NLRB Case Nos. 32-
9 CA-282142 and 32-CA-283161 as an alleged violation of Section 8(a)(1) of the NLRA, 29 U.S.C.
10 § 158(a)(1). Answering further, that Complaint contains allegations that the NLRB has
11 determined should be submitted to an administrative hearing and does not have any preclusive
12 effect. In its Answer to the Complaint, Apple denied the substantive allegations relating to Okpo.
13 Apple denies that it committed any unfair labor practices. Unless specifically admitted, Apple
14 denies the remaining allegations in footnote 44.

15 209. As to paragraph 209 of the Fifth Amended Complaint, Apple lacks knowledge or
16 information sufficient to admit or deny the allegations and on that basis denies them.

17 210. As to paragraph 210 of the Fifth Amended Complaint, Apple denies the
18 allegations.

19 211. As to paragraph 211 of the Fifth Amended Complaint, Apple admits that one of
20 the reasons for the termination of Plaintiff's employment was her failure to participate in an
21 Employee Relations investigation, including actively redacting relevant information from
22 documents that she presented to Apple's ER Investigator. Unless specifically admitted, Apple
23 denies the remaining allegations of paragraph 211, sentences 1 and 2. Apple admits that Plaintiff
24 redacted portions of certain internal records that she posted on Twitter but denies that she fully
25 redacted those records. Apple denies the allegations in paragraph 211, sentences 4 and 5. Plaintiff
26 was informed that Apple "found that [she] failed to cooperate and to provide accurate and
27 complete information during the Apple investigatory process."

28 212. As to paragraph 212 of the Fifth Amended Complaint, Apple lacks knowledge or

1 information sufficient to admit or deny what Appleseed did and on that basis denies those
2 allegations. Apple denies the remaining allegations in paragraph 212.

3 **COUNT ONE: WRONGFUL DISCHARGE IN VIOLATION OF PUBLIC POLICY**

4 213. As to paragraph 213 of the Fifth Amended Complaint, Apple denies the allegations
5 in paragraph 213, sentences 1 and 2. The remaining sentences in paragraph 213 call for legal
6 conclusions to which no response is required.

7 214. As to paragraph 214 of the Fifth Amended Complaint, Apple denies the
8 allegations.

9 215. As to paragraph 215 of the Fifth Amended Complaint, Apple denies the
10 allegations.

11 216. As to paragraph 216 of the Fifth Amended Complaint, Apple denies the
12 allegations.

13 217. As to paragraph 217 of the Fifth Amended Complaint, Apple denies the
14 allegations.

15 218. As to paragraph 218 of the Fifth Amended Complaint, Apple lacks knowledge or
16 information sufficient to admit or deny the allegations in paragraph 218, sentence 1 and on that
17 basis denies them. Apple denies the allegations in paragraph 218, sentence 2. Prior to using
18 Gobbler app, Plaintiff signed a User Study Informed Consent, which explained that her decision
19 to participate in the study was completely voluntary. The User Study Informed Consent informed
20 her that the app would capture photos and video while she interacted with her phone and that she
21 would be able to review each capture and decide whether to remove it. Apple denies the
22 allegations in paragraph 218, sentences 3 and 4. The statement in paragraph 218, sentence 5 calls
23 for a legal conclusion to which no response is required. To the extent a response is required,
24 Apple denies any characterization inconsistent with applicable law.

25 219. As to paragraph 219 of the Fifth Amended Complaint, Apple denies the allegations
26 in paragraph 219, sentence 1. The statement in paragraph 219, sentence 2 calls for a legal
27 conclusion to which no response is required. To the extent a response is required, Apple denies
28 any characterization inconsistent with applicable law.

220. As to paragraph 220 of the Fifth Amended Complaint, Apple admits that Plaintiff expressed purported concerns about alleged sex, gender, and disability discrimination. Apple admits that on September 9, 2021, Plaintiff filed a charge of discrimination with the EEOC and states that the charge speaks for itself. Apple denies the allegations in paragraph 220, sentence 1 to the extent they contradict or mischaracterize the EEOC charge. The allegation that Plaintiff exercised “fundamental rights” calls for a legal conclusion to which no response is required. To the extent a response is required, Apple denies any characterization inconsistent with applicable law. Apple lacks knowledge or information sufficient to admit or deny whether she “testified” and on that basis denies those allegations. Apple lacks knowledge or information sufficient to admit or deny the allegations in paragraph 220, sentence 2 and 3 and on that basis denies them. Apple denies the allegations in paragraph 220, sentence 4. Apple admits that, before the termination of her employment, Plaintiff filed a discrimination charge in NLRB Case No. 32-CA-282142, the same charge referenced above in paragraph 152, sentence 1. Apple denies that it committed any unfair labor practices. Apple lacks knowledge or information sufficient to admit or deny whether, before the termination of her employment, Plaintiff filed an employment discrimination claim with the U.S. Department of Justice Civil Rights Division and on that basis denies those allegations. Unless specifically admitted, Apple denies the remaining allegations in paragraph 220.

221. As to paragraph 221 of the Fifth Amended Complaint, Apple denies the allegations.

222. As to paragraph 222 of the Fifth Amended Complaint, Apple denies the allegations.

223. As to paragraph 223 of the Fifth Amended Complaint, Apple denies the allegations in paragraph 223, sentence 1. Apple admits that West and Plaintiff texted about Plaintiff speaking with politicians. Unless specifically admitted, Apple denies the remaining allegations in paragraph 223.

224. As to paragraph 224 of the Fifth Amended Complaint, Apple denies the allegations.

225. As to paragraph 225 of the Fifth Amended Complaint, Apple admits the allegations in paragraph 225, sentence 1. Apple denies the remaining allegations in paragraph 225.

**COUNT TWO: CALIFORNIA WHISTLEBLOWER PROTECTION (CAL. LABOR
CODE § 1102.5)**

226. As to paragraph 226 of the Fifth Amended Complaint, Apple incorporates by reference its responses to the preceding paragraphs as if fully set forth below. Apple denies the allegations in paragraph 226.

227. As to paragraph 227 of the Fifth Amended Complaint, Apple denies the allegations in paragraph 227, sentence 1. Apple lacks knowledge or information sufficient to admit or deny the remaining allegations in paragraph 227 and on that basis denies them.

228. As to paragraph 228 of the Fifth Amended Complaint, Apple denies the allegations.

229. As to paragraph 229 of the Fifth Amended Complaint, Apple denies the allegations.

230. As to paragraph 230 of the Fifth Amended Complaint, Apple denies that at any time prior to the termination of her employment, Plaintiff complained to Apple of purported violations of environmental laws and the anti-retaliation provisions of environmental regulations. Apple lacks knowledge and information as to whether, at any time prior to the termination of her employment, Plaintiff complained to others of such purported violations and on that basis denies those allegations. Apple admits that around August 29, 2021, Plaintiff filed a complaint with the Occupational Safety and Health Administration's Whistleblower Protection Program (part of the U.S. Department of Labor). Apple lacks knowledge or information sufficient to admit or deny whether, around August 29, 2021, Plaintiff filed a complaint with the U.S. EPA or CalEPA and on that basis Apple denies those allegations. Apple admits, on information and belief, that on or about August 26, 2021, Plaintiff filed a charge in NLRB Case No. 32-CA-282142 against Apple alleging certain violations of Section 8(a)(1) of the NLRA, 29 U.S.C. § 158(a)(1), the same charge referenced above in paragraph 152, sentence 1. Apple denies that it committed any unfair

1 labor practices. Unless specifically admitted, Apple denies the remaining allegations in paragraph
2 230, sentence 3. Apple lacks knowledge or information sufficient to admit or deny the allegations
3 in paragraph 230, sentence 4 and on that basis denies them. Regarding footnote 46, Apple admits,
4 on information and belief, that on or about August 26, 2021, Plaintiff filed a charge in NLRB
5 Case No. 32-CA-282142 against Apple alleging certain violations of Section 8(a)(1) of the
6 National Labor Relations Act ("NLRA"), 29 U.S.C. § 158(a)(1), the same charge referenced in
7 paragraph 152, sentence 1. Apple admits that the NLRB issued a Complaint covering certain
8 allegations in NLRB Case Nos. 32-CA-282142 and 32-CA-283161 on December 18, 2024, and
9 that Complaint included a Notice of Hearing setting a trial before an administrative law judge on
10 August 4, 2025. Answering further, that Complaint contains allegations that the NLRB has
11 determined should be submitted to an administrative hearing and does not have any preclusive
12 effect. Apple further answers that in its Answer to that Complaint it denied the substantive
13 allegations relating to NLRB Case Nos. 32-CA-282142 and 32-CA-283161. Apple denies that it
14 committed any unfair labor practices. Apple lacks knowledge or information sufficient to admit
15 or deny the allegations relating to Plaintiff's communications with the NLRB and on that basis
16 denies them. Unless specifically admitted, Apple denies the remaining allegations in footnote 46.
17 Apple lacks knowledge or information sufficient to admit or deny whether Plaintiff filed
18 Cal/OSHA HazCom complaints and on that basis denies those allegations. Unless specifically
19 admitted, Apple denies the remaining allegations in paragraph 230.

20 231. As to paragraph 231 of the Fifth Amended Complaint, Apple denies that at any
21 time prior to the termination of her employment, Plaintiff complained to Apple of purported
22 violations of 29 U.S.C. § 660. Apple lacks knowledge or information sufficient to admit or deny
23 whether, at any time prior to the termination of her employment, Plaintiff complained to others of
24 such purported violations and on that basis denies those allegations. Apple admits that, prior to
25 the termination of her employment, Plaintiff filed a complaint with the Occupational Safety and
26 Health Administration's Whistleblower Protection Program (part of the U.S. Department of
27 Labor) and a complaint with the California Department of Industrial Relations. Apple lacks
28 knowledge or information sufficient to admit or deny whether Plaintiff initiated proceedings with

1 a Wage and Hour investigator and on that basis denies those allegations. Unless specifically
2 admitted, Apple denies the remaining allegations in paragraph 231.

3 232. As to paragraph 232 of the Fifth Amended Complaint, Apple denies that at any
4 time prior to the termination of her employment, Plaintiff complained to Apple of purported
5 violations of the California Constitution's right to privacy. Apple lacks knowledge or information
6 sufficient to admit or deny whether, at any time prior to the termination of her employment,
7 Plaintiff complained to others of such purported violations and on that basis denies those
8 allegations. Apple denies that in August 2021, Plaintiff made a complaint to Apple management
9 pertaining to her right to privacy. On information and belief, Apple admits that Plaintiff "help[ed]
10 [a reporter] with" an article published on August 30, 2021 titled, "Apple cares about privacy,
11 unless you work at Apple" and "gave [the reporter] [Gobbler] details" and "let[] [the reporter]
12 include a few pics from [Gobbler]" in the article. Apple lacks knowledge or information sufficient
13 to admit or deny whether Plaintiff "shared concerns" with the reporter and on that basis denies
14 those allegations. Apple lacks knowledge or information sufficient to admit or deny whether, in
15 August - September 2021, Plaintiff made complaints on social media pertaining to her right to
16 privacy and on that basis denies those allegations. Unless specifically admitted, Apple denies the
17 remaining allegations in paragraph 232.

18 233. As to paragraph 233 of the Fifth Amended Complaint, Apple denies that at any
19 time prior to the termination of her employment, Plaintiff complained to Apple of purported
20 violations of 42 U.S.C. § 2000e or California Government Code § 12920 anti-discrimination
21 laws. Apple lacks knowledge and information as to whether, at any time prior to the termination
22 of her employment, Plaintiff complained to others of such purported violations and on that basis
23 denies those allegations. Apple lacks knowledge or information sufficient to admit or deny the
24 remaining allegations in paragraph 233 and on that basis denies them.

25 **COUNT THREE: CALIFORNIA LABOR CODE § 6310**

26 234. As to paragraph 234 of the Fifth Amended Complaint, Apple denies the
27 allegations.

28 235. As to paragraph 235 of the Fifth Amended Complaint, Apple denies the

1 allegations.

2 236. As to paragraph 236 of the Fifth Amended Complaint, Apple admits that, prior to
3 the termination of Plaintiff's employment, Apple knew about certain of Plaintiff's complaints. On
4 information and belief, Apple admits that around August 29, 2021, Plaintiff filed a retaliation
5 complaint with the California Department of Industrial Relations. Apple admits that, prior to the
6 termination of her employment, Plaintiff expressed purported concerns about work conditions to
7 Apple. On information and belief, Apple admits that, prior to the termination of her employment,
8 Plaintiff expressed purported concerns about work conditions to the U.S. EPA. Apple lacks
9 knowledge or information sufficient to admit or deny whether, prior to the termination of her
10 employment, Plaintiff expressed concerns about work conditions to the California EPA and
11 OSHA and on that basis denies those allegations. Unless specifically admitted, Apple denies the
12 remaining allegations in paragraph 236.

13 237. As to paragraph 237 of the Fifth Amended Complaint, Apple denies the
14 allegations.

15 238. As to paragraph 238 of the Fifth Amended Complaint, Apple denies the
16 allegations.

17 **COUNT FOUR: CALIFORNIA LABOR CODE § 98.6**

18 239. As to paragraph 239 of the Fifth Amended Complaint, Apple denies the allegations
19 in paragraph 239, sentence 1. On information and belief, Apple admits that on August 29, 2021,
20 Plaintiff filed a complaint with the California Department of Industrial Relations, Labor
21 Commissioner's Office. Unless specifically admitted, Apple denies the remaining allegations in
22 paragraph 239, sentence 2.

23 240. As to paragraph 240 of the Fifth Amended Complaint, Apple denies the
24 allegations.

25 241. As to paragraph 241 of the Fifth Amended Complaint, Apple denies the
26 allegations.

27 242. As to paragraph 242 of the Fifth Amended Complaint, Apple denies the
28 allegations.

1 243. As to paragraph 243 of the Fifth Amended Complaint, Apple denies the
2 allegations.

3 244. As to paragraph 244 of the Fifth Amended Complaint, Apple lacks knowledge or
4 information sufficient to admit or deny the allegations and on that basis denies them.

5 245. As to paragraph 245 of the Fifth Amended Complaint, Apple lacks knowledge or
6 information sufficient to admit or deny the allegations in paragraph 245, sentences 1 and 3 and on
7 that basis denies them. Apple denies the remaining allegations in paragraph 245.

8 246. As to paragraph 246 of the Fifth Amended Complaint, Apple denies the allegations
9 in paragraph 246, sentences 1 and 2. Apple lacks knowledge or information sufficient to admit or
10 deny the allegations in paragraph 246, sentences 3 and 4 and on that basis denies them. No
11 response is required for paragraph 246, sentence 5 because it has been stricken. Apple admits it
12 has admitted that, prior to terminating Plaintiff's employment, it reviewed certain of Plaintiff's
13 public posts on social media. Unless specifically admitted, Apple denies the remaining allegations
14 in paragraph 246, sentence 6.

15 247. As to paragraph 247 of the Fifth Amended Complaint, Apple denies the
16 allegations.

17 248. As to paragraph 248 of the Fifth Amended Complaint, Apple denies the
18 allegations.

19 249. As to paragraph 249 of the Fifth Amended Complaint, Apple denies the allegations
20 in paragraph 249, sentences 1, 2, 3, and 4. Apple admits that Apple told Plaintiff that the paid
21 administrative leave that she had requested "ensures that [she] [is] removed from the
22 workplace[.]" Unless specifically admitted, Apple denies the remaining allegations in paragraph
23 249, sentence 5. The statement in paragraph 249, sentence 6 calls for a legal conclusion to which
24 no response is required. To the extent a response is required, Apple denies any characterization
25 inconsistent with applicable law. Moreover, to the extent Plaintiff alleges that Apple refused to let
26 Plaintiff return to work, Apple denies such allegations. The statement in paragraph 249, sentence
27 7 calls for a legal conclusion to which no response is required. To the extent a response is
28 required, Apple denies any characterization inconsistent with applicable law.

1 250. As to paragraph 250 of the Fifth Amended Complaint, Apple denies the
2 allegations.

3 251. As to paragraph 251 of the Fifth Amended Complaint, Apple denies the
4 allegations.

5 252. As to paragraph 252 of the Fifth Amended Complaint, Apple denies the allegations
6 in paragraph 252, sentence 1 and 2. The statement in paragraph 252, sentence 3 calls for a legal
7 conclusion, to which no response is required. To the extent a response is required, Apple denies
8 any characterization inconsistent with applicable law.

9 253. As to paragraph 253 of the Fifth Amended Complaint, Apple denies the
10 allegations.

11 254. As to paragraph 254 of the Fifth Amended Complaint, Apple denies the
12 allegations.

13 255. As to paragraph 255 of the Fifth Amended Complaint, Apple denies the
14 allegations.

15 **TOXIC TORT TOLLING THEORIES; COUNT FIVE: PRIVATE NUISANCE; COUNT**
16 **SIX: TORT OF FEAR OF CANCER & DISEASE; COUNT SEVEN: TORT OF**
17 **OUTRAGE; VICARIOUS LIABILITY, RATIFICATION, & NEGLIGENCE**

18 256. As to paragraphs 256-352 of the Fifth Amended Complaint, no response is
19 required, as the allegations pertain to Plaintiff's counts five, six, and/or seven, which have been
20 dismissed with prejudice.

21 **CONCLUSION & PRAYER FOR RELIEF**

22 Apple denies that Plaintiff is entitled to any of the relief she seeks.

23 **AFFIRMATIVE DEFENSES**

24 Apple asserts the following defenses to the Fifth Amended Complaint and each of its
25 purported causes of action, without conceding that it bears the burden of proof or persuasion as to
26 any one of them. Apple reserves the right to assert additional affirmative and other defenses that
27 become known through the course of discovery or otherwise.

28 1. As a separate defense to the Fifth Amended Complaint and to each claim therein,

1 Apple alleges that no conduct by or attributable to it was the cause in fact or legal cause of the
2 damages, if any, suffered by Plaintiff. Plaintiff was placed on paid administrative leave per her
3 own request. Plaintiff's employment was terminated for legitimate, non-discriminatory, and non-
4 retaliatory reasons. Specifically, Apple determined that she had engaged in conduct that warrants
5 termination of employment, including, but not limited to, violations of Apple policies. Plaintiff
6 disclosed confidential product-related information in violation of Apple policies and her
7 obligations under her Intellectual Property Agreement. Apple also found that she had failed to
8 cooperate and to provide accurate and complete information during the Apple investigatory
9 process.

10 2. As a separate defense to the Fifth Amended Complaint and to each claim therein,
11 Apple alleges that, should it be determined that Plaintiff was damaged, then said damages were
12 proximately caused by Plaintiff's own conduct. Plaintiff was placed on paid administrative leave
13 per her own request. Plaintiff's employment was terminated for legitimate, non-discriminatory
14 and/or non-retaliatory business reasons. Specifically, Apple determined that she had engaged in
15 conduct that warrants termination of employment, including, but not limited to, violations of
16 Apple policies. Plaintiff disclosed confidential product-related information in violation of Apple
17 policies and her obligations under her Intellectual Property Agreement. Apple also found that she
18 had failed to cooperate and to provide accurate and complete information during the Apple
19 investigatory process.

20 3. As a separate defense to the Fifth Amended Complaint and to each claim therein,
21 Apple alleges that Plaintiff was an at-will employee with no entitlement to continued employment
22 pursuant to Labor Code section 2922. Plaintiff's employment was terminated for legitimate, non-
23 discriminatory and/or non-retaliatory business reasons. Specifically, Apple determined that she
24 had engaged in conduct that warrants termination of employment, including, but not limited to,
25 violations of Apple policies. Plaintiff disclosed confidential product-related information in
26 violation of Apple policies and her obligations under her Intellectual Property Agreement. Apple
27 also found that she had failed to cooperate and to provide accurate and complete information
28 during the Apple investigatory process.

1 4. As a separate defense to the Fifth Amended Complaint and to each claim therein,
2 Apple alleges that Plaintiff consented to certain of the conduct that she now claims was wrongful.

3 5. As a separate defense to the Fifth Amended Complaint and to each claim therein,
4 Apple alleges that recovery in this action by Plaintiff is barred in whole or in part to the extent
5 Plaintiff failed to exercise reasonable care and diligence to mitigate any damages allegedly
6 accruing to her. Plaintiff had a duty to mitigate any damages by seeking alternative employment,
7 and if she did not exercise reasonable care and diligence to seek alternative employment, her
8 failure to do so precludes her from recovering damages for lost wages. Apple is currently
9 unaware of the efforts, if any, which Plaintiff took to seek alternative employment, and asserts
10 this defense to preserve its right to limit or reduce any potential damages awarded to Plaintiff
11 pending further discovery.

12 6. As a separate defense to the Fifth Amended Complaint and to each claim therein,
13 Apple is entitled to an offset for any monies Plaintiff received from any source after Plaintiff
14 ceased to be employed by Apple under the doctrine prohibiting double recovery set forth by *Witt*
15 *v. Jackson*, 57 Cal. 2d 57 (1961), and its progeny. Plaintiff had a duty to mitigate any damages by
16 seeking alternative employment, and if she did obtain alternative employment, that income should
17 offset any damages, if awarded. Apple is currently unaware of the extent, if any, to which
18 Plaintiff received income through alternative employment, and asserts this defense to preserve its
19 right to an offset pending further discovery.

20 7. As a separate defense to the Fifth Amended Complaint and to claim therein, Apple
21 alleges that Plaintiff's recovery is barred in whole or in part by her own unclean hands and by
22 the doctrines of unclean hands, *in pari delicto* and/or after-acquired evidence, or in the
23 alternative, these doctrines cut off or reduce her alleged damages. Plaintiff's employment was
24 terminated for legitimate, non-discriminatory and/or non-retaliatory business reasons.
25 Specifically, Apple determined that she had engaged in conduct that warrants termination of
26 employment, including, but not limited to, violations of Apple policies. Plaintiff disclosed
27 confidential product-related information in violation of Apple policies and her obligations under
28 her Intellectual Property Agreement. Apple also found that she had failed to cooperate and to

1 provide accurate and complete information during the Apple investigatory process. Moreover,
2 Apple learned—shortly after Plaintiff’s employment was terminated—that Plaintiff admitted that
3 she disclosed confidential product-related information to a journalist at the Verge in violation of
4 Apple policies and her obligations under her Intellectual Property Agreement. Moreover, in the
5 years since Plaintiff’s employment was terminated, Plaintiff has continued to provide inaccurate
6 and/or incomplete information to government entities and the public.

7 8. As a separate defense to the Fifth Amended Complaint and to each claim therein,
8 Apple alleges that assuming *arguendo* that discriminatory or retaliatory reasons had been a
9 motivating factor in any employment decision toward Plaintiff (which they were not), Apple
10 would have made the same decisions toward Plaintiff in any case for legitimate, non-
11 discriminatory and/or non-retaliatory business reasons. *Harris v. City of Santa Monica*, 56 Cal.4th
12 203 (2013). Plaintiff was placed on paid administrative leave per her own request. Plaintiff’s
13 employment was terminated for legitimate, non-discriminatory and/or non-retaliatory business
14 reasons. Specifically, Apple determined that she had engaged in conduct that warrants
15 termination of employment, including, but not limited to, violations of Apple policies. Plaintiff
16 disclosed confidential product-related information in violation of Apple policies and her
17 obligations under her Intellectual Property Agreement. Apple also found that she had failed to
18 cooperate and to provide accurate and complete information during the Apple investigatory
19 process.

20 9. As a separate defense to the Fifth Amended Complaint and to each claim therein,
21 Apple alleges that any alleged action that it took with respect to Plaintiff was privileged and
22 justified and protected by the doctrine of business necessity. Plaintiff was placed on paid
23 administrative leave per her own request. Plaintiff’s employment was terminated for legitimate,
24 non-discriminatory and/or non-retaliatory business reasons. Specifically, Apple determined that
25 she had engaged in conduct that warrants termination of employment, including, but not limited
26 to, violations of Apple policies. Plaintiff disclosed confidential product-related information in
27 violation of Apple policies and her obligations under her Intellectual Property Agreement. Apple
28 also found that she had failed to cooperate and to provide accurate and complete information

1 during the Apple investigatory process.

2 10. As a separate defense to the Fifth Amended Complaint and to each claim therein,
3 Apple alleges that it at all times acted without malice, in good faith, and with reasonable grounds
4 for believing its actions did not violate the law. Plaintiff was placed on paid administrative leave
5 per her own request. Plaintiff's employment was terminated for legitimate, non-discriminatory
6 and/or non-retaliatory business reasons. Specifically, Apple determined that she had engaged in
7 conduct that warrants termination of employment, including, but not limited to, violations of
8 Apple policies. Plaintiff disclosed confidential product-related information in violation of Apple
9 policies and her obligations under her Intellectual Property Agreement. Apple also found that she
10 had failed to cooperate and to provide accurate and complete information during the Apple
11 investigatory process.

12 11. As a separate defense to the Fifth Amended Complaint and to each claim therein,
13 Apple alleges that Plaintiff's claims are barred in whole or in part by the applicable statutes of
14 limitation, including Cal. Civ. Proc. Code §§ 335.1, 338(a), and 340(a).

15 12. As a separate defense to the Fifth Amended Complaint and to each claim therein,
16 Apple alleges that any award of punitive damages in this case would violate the due process,
17 equal protection and excessive fines provisions of the California and United States Constitutions.

18 13. As a separate defense to the Fifth Amended Complaint and to each claim therein,
19 Apple alleges that it was fully justified, and exercised reasonable care, prudence, skill and
20 business judgment with respect to Plaintiff, and any decisions with respect to Plaintiff were made
21 without regard to Plaintiff's alleged disability, national origin, age or other protected basis.
22 Plaintiff was placed on paid administrative leave per her own request. Plaintiff's employment was
23 terminated for legitimate, non-discriminatory and/or non-retaliatory business reasons.
24 Specifically, Apple determined that she had engaged in conduct that warrants termination of
25 employment, including, but not limited to, violations of Apple policies. Plaintiff disclosed
26 confidential product-related information in violation of Apple policies and her obligations under
27 her Intellectual Property Agreement. Apple also found that she had failed to cooperate and to
28 provide accurate and complete information during the Apple investigatory process.

1 14. As a separate defense to the Fifth Amended Complaint and to each claim therein,
2 Apple alleges that it may be entitled to a setoff for any amounts paid to Plaintiff through workers'
3 compensation. Apple is currently unaware of the extent, if any, to which Plaintiff has received
4 such payments, and asserts this defense to preserve its right to a setoff pending further discovery.

5 **PRAYER FOR RELIEF**

6 WHEREFORE, Apple prays that the Court grant the following relief:

- 7 1. That the Fifth Amended Complaint be dismissed with prejudice and that Plaintiff
8 take nothing thereby;
- 9 2. That judgment be entered in favor of Apple as to all of the causes of action;
- 10 3. That Apple be awarded its attorneys' fees and costs of suit; and
- 11 4. For such other and further relief as this Court may deem proper.

12
13 Dated: June 2, 2025

ORRICK, HERRINGTON & SUTCLIFFE LLP

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15 By: /s/ Melinda S. Riechert
16 MELINDA S. RIECHERT
17 Attorneys for Defendant, Apple Inc.
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